

# **COLLECTIVE BARGANING AGREEMENT**

## **TOWNSHIP OF LONG HILL**

### **PBA LOCAL 322**



January 1, 2009 to December 31, 2013

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THIS AGREEMENT made the \_\_ 12<sup>th</sup> \_\_ day of MAY by and between the TOWNSHIP OF LONG HILL, in the County of Morris, a municipal corporation of the State of New Jersey, herinafter called "Township"; and the LONG HILL TOWNSHIP POLICE BENEVOLENT ASSOCIATION, local 322 (hereinafter called "Association", "PBA", or Local #322);

In consideration of the promises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto as follows:

#### **ARTICLE I – RECOGNITION**

The Township recognizes the POLICE BENEVOLENT ASSOCIATION, Local 322, a negotiating unit composed of all police officers of the Long Hill Township Police Department ("police officers" or "officers"), which has been duly certified by the New Jersey Public Employment Relations Committee ("PERC") as the exclusive representative for purposes of collective negotiations with the Township. Both parties to this Agreement agree that the negotiations have been conducted in good faith regarding grievances and terms and conditions of employment.

#### **ARTICLE II – TERM**

The term of this Agreement shall be for the 5-year period commencing on January 1, 2009 to and including December 31, 2013.

#### **ARTICLE III – APPLICABILITY**

The provisions of this Agreement shall apply only to the negotiating unit described in Article I of this Agreement.

## ARTICLE IV – SALARIES

Section 1. Salaries shall be increased by 3.00% effective January 1, 2009, 0.00% effective January 1, 2010 and 3.00%, effective January 1, 2011; 3.00% effective January 1, 2012, and 3.00% effective January 1, 2013, so that the base salaries of all officers are covered.

	2009 3.00%	2010 0.00%	2011 3.00%	2012 3.00%	2013 3.00%
MASTER	\$90,004	\$90,004	\$92,704	\$95,485	\$98,350
OFFICER I	\$88,240	\$88,240	\$90,887	\$93,614	\$96,422
OFFICER II	\$80,305	\$80,305	\$82,714	\$85,195	\$87,751
OFFICER III	\$72,371	\$72,371	\$74,542	\$76,778	\$79,081
OFFICER IV	\$64,436	\$64,436	\$66,369	\$68,360	\$70,411
OFFICER V	\$58,809	\$58,809	\$60,572	\$62,389	\$64,261
PROBATIONARY	\$50,462	\$50,462	\$51,976	\$53,535	\$55,141

No officer shall receive any “longevity increment.”

Section 2. In the event that a police officer is assigned to serve as a detective during his/her term in office, said detective shall receive additional compensation of 80 cents per hour for all time that he/she is on call. In addition, detectives shall receive an annual stipend of \$1,500.00, which shall be prorated for the period in which they were detectives. Both parties recognize and agree that assignments by the Chief to and from the detective bureau are a management prerogative and thus not negotiable, grievable or arbitrable. No officer, other than detectives, shall be required to carry any paging device.

Any officer required to be available for duty and subject to contact for that duty, in the event of an anticipated and/or predicted state of emergency shall receive the same additional 80 cents per hour compensation as detectives.

Section 3. After completion of eight (8) years of continuous full-time service as a police officer with the Long Hill Township Police Department an officer, who has attained Officer I status shall receive the Master Officer rate of pay. An officer who completes eight (8) years of service within the current year shall receive the master rate of pay, effective January 1<sup>st</sup> of that calendar year. The designation of Master Officer shall not be based on the officer's level of performance, record of misconduct, disobedience of rules and regulations, which includes but is not limited to major discipline (over 5 days suspension).

#### ARTICLE V- IN-GRADE PROMOTIONS

After twelve (12) months in grade, (or in the case of probationary officers, twelve (12) months after graduation from the police academy), an officer shall be eligible to be promoted to the next step within his/her rank. An in-grade promotion may be awarded by the Chief of Police in the exercise of reasonable discretion. In considering whether to promote an officer within his/her grade, the Chief shall consider the officer's level of performance and whether there is a record of misconduct, or disobedience of rules and regulations established for the government of the police department. The failure of the Chief to award an in-grade promotion to an eligible officer shall be grievable pursuant to the provisions of Article XXVI of this agreement.

In the event that an officers' performance is not within acceptable levels, the officer will receive a written notification no later than six months before their anniversary date. An in-grade promotion shall not be withheld for performance reasons absent said notification.

The chief has the right to deny an in-grade promotion at any time for adjudication of major discipline (over 5 days suspension) following formal disciplinary hearings. The denial of an in-grade promotion due to disciplinary action must be incorporated into the final disciplinary disposition and may be imposed or appealed in accordance with R.S. 40A:14-147.

#### **ARTICLE VI – PAY PERIOD**

The existing payroll procedure shall be continued during the term of the agreement.

#### **ARTICLE VII – VACATIONS**

- A. For the term of this Agreement an officer shall be entitled to vacation as follows:

<b>Years of Service</b>	<b>Vacation Time (in hours)</b>
0-5	96
6-10	144
11-15	184
16-20	224
21+	264

B. The amount of vacation depends upon the amount of continuous service that the officer will attain before the calendar year ends.

C. Officers shall receive pay for vacation on the basis of regular salary for the period involved.

D. Except as provided in paragraph F, vacation benefits shall not accrue or be accumulated beyond the year of entitlement and shall lapse if not taken during the year of entitlement unless some other agreement is approved by the Chief of Police.

E. Vacation hours shall accrue during terminal leave in anticipation of ordinary service retirement under the Police and Firemen's Retirement System.

F. All vacation hours shall be selected by March 1<sup>st</sup> of the calendar year to reserve seniority priority. Any vacation hours submitted after March 1st only can be used when minimum manning is available. If the vacation hours are unreasonably denied by the Chief of Police, the officer shall have until March 1<sup>st</sup> of the following year to use his/her remaining vacation hours. If the vacation hours are not used by March 1<sup>st</sup> of the following year, then they shall lapse. Vacation time for all officers must be utilized in minimums of four (4) hour blocks. Prior to March 1<sup>st</sup>, vacation selections that carry seniority priority will be utilized in twelve-hour increments for the Patrol schedule and 8 or 10 hour increments for all other schedules.

G. The vacation days of any officer who leaves with less than 5 years continuous service or who has not reached Grade I of the salary guide, shall be prorated.

H. Any vacation requests that are submitted on or before March 1<sup>st</sup> of any calendar year shall be approved or disapproved by March 10<sup>th</sup> unless the NJ State PBA Convention dates are not available at that time, in which case approval or disapproval of the vacation requests shall be made within ten days of written notice of the NJ State PBA convention dates. Approved vacation shall not be changed or modified except in the event of a declared emergency.

I. No vacation during the New Jersey PBA Convention period shall be approved until Local 322 notifies the superior officer in charge of scheduling of the members who will be attending the convention.

J. Non-mandatory, training, court dates and one day special events or one day special detail shall not preclude vacation approval that is submitted in accordance with sections F, H and I of this article.

#### ARTICLE VIII – CALL-OUT TIME

An officer called out on an emergency basis to administer breathalyzer, operate radar, operate video tape, maintain firearms qualification and/or attend an instruction course, investigate fatalities, for special investigation photography or any other such duties called for and/or scheduled by the Chief of Police or other superior officers shall be paid a minimum of 4 hours call-out time. When an officer completes his/her call responsibilities he/she shall be released from duty unless there is an ongoing emergency which would require additional overtime staffing in the absence of the officer present.

## ARTICLE IX – FUNERAL ATTENDANCE LEAVE

Employees shall be granted time off without loss of pay for all regularly scheduled hours of work occurring between the day of the death and day after the funeral (both days inclusive) up to a maximum of five (5) days, not inclusive of days off, for each death of an Employee's Immediate Relative. "Immediate relative" includes : Spouse, Civil Union Partner, Domestic Partner, Child, Stepchild, Sibling, Mother-In-Law, Father-In-Law, Brother-In-Law, Sister-In-Law, Daughter-In-Law, Son-In-Law, Grandparent, Grandchild, Niece, Nephew, Aunt, Uncle, Cousin, any person related by blood or marriage residing in an employee's household or any other person determined to be relevant by the Chief of Police. Accommodations may be made for deaths occurring out of state or for religious purposes.

## ARTICLE X- UNIFORMS

- A. The Township will replace all uniform items at the discretion of the Chief of Police.
- B. At the discretion of the Chief of Police, payment will be made by the Township for extraordinary repairs and/or cleaning resulting from abnormal or unusual damage sustained while performing police duties.
- C. After adoption of the Township budget, every officer serving as a detective shall receive \$700.00 as a civilian clothing allowance. The officer will submit receipts for purchases to be reimbursed in accordance to Township purchasing procedures.

## ARTICLE XI – OVERTIME COMPENSATION

A. Police Officers shall be compensated for over-time in accordance with the provisions of Article XII. The compensatory time may be accumulated up to 240 hours during any one calendar year. One hundred twenty (120) hours of compensatory time may be carried forward into the next calendar year. At the end of each calendar year, each officer covered by this agreement will be compensated for any accumulated compensatory time, which is not carried forward into the next calendar year in accordance with the provisions of this Article.

(a) As used herein, the term "day" shall mean the 24-hour period beginning with the commencement of an officer's shift. The term "week" shall mean the seven consecutive day period of time beginning with the first scheduled work days for that employee. There shall be no pyramiding of overtime under this agreement.

B. The compensatory absences shall not be subtracted from the base period in determining the number of hours worked after which an officer is compensated at the over time rate:

Compensatory time	Sick leave	Personal time
Vacation time	Holiday	

C. Where this Article conflicts with the provisions of the Federal Fair Labor Standards Act, the provisions of that Act shall prevail, unless the provisions hereof are more favorable to the employee.

D. Recall

1. The over-time rotation will be utilized to fill vacancies. All members will be listed on the overtime rotation roster.

2. Approved time off within the six-week schedule will not be cancelled unless an emergency is declared by the Local Office of Emergency Management and, in the event the employee is recalled, the employee shall be paid at the overtime rate for the duration of the recall response. An officer that has taken the day off is not to be ordered to work unless there is no other officer(s) to work the detail.

3. Notwithstanding Section 2, shall not limit nor infringe upon the lawful authority of the Chief of Police.

#### **ARTICLE XII – WORK PERIOD AND SCHEDULE**

The schedule for all officers shall be 3/3 12-hour schedule for officers. The 3/3 12 schedule is based on a 12 day work period consisting of three consecutive work days followed by three consecutive days off. Said schedule also consists of rotating shifts where an officer rotates his shift after 1 cycle of each shift. An officer may elect to work a steady shift of either days or nights within the 3/3 12-hour schedule with the approval of the Chief of Police provided the officer locates another officer who will voluntarily work the opposite shift desired for the calendar year. The officer(s) involved will provide notification to the officer in charge of scheduling by November 1<sup>st</sup> for the upcoming year. Officers may elect to switch scheduled shifts on a daily or weekly basis with another officer provided the switch is voluntarily agreed to by both officers. Any switch shall be subject to approval by the officer in charge of scheduling or his/her designee. A request for a switch of shifts shall be submitted no later than three days prior to the date of the switch and shall be made in writing. Approval or denial for the switch shall be returned in writing to both officers requesting said switch.

The method and frequency of the rotation may be modified by the Chief of Police when necessary to schedule training and whenever an officer's rotation is changed from time to time. Academy training whenever possible will be scheduled during the officer's regular scheduled shift and any day off on which the officer attends academy training will be recorded as 1 to 1 compensatory time. The number of compensatory hours earned by an officer for academy training in a specific 12 day cycle must then in turn be given off within the 12 day cycle or the hours will be converted to overtime..

The Chief of Police shall determine the manning levels, that is, the exact number of patrol officers for each of the two shifts and four platoons that are necessary for the 3/3 12 schedule. In addition, the Chief of Police shall have the managerial right to alter said manning levels, from time to time, as he deems appropriate for and necessary to insure the efficient operation of the department and/or where said adjustments shall be in the best interest of the department. Minimum manning levels must be met or the Chief of Police has the managerial right to cancel the 3/3 schedule if the manning levels are not met.

The decision to revoke the 3/3 schedule must consider if the determining factors of training and special events, depleted the pool of officer availability significantly to affect the maintenance of established staffing levels. Failure to maintain an increased minimum manning level beyond the normal operating levels, when they are deemed necessary by the Chief of Police, shall not constitute a failure to maintain staffing levels as previously stated.

Sergeants are not to be calculated as part of minimum staffing for police officers.  
Police officers are not to be utilized in the capacity of supervisors.

The 3/3 schedule operational for the entire 52 week calendar year will result in a total of 116 scheduled work hours over the contractual agreed upon annual hours of 2080 hours. The additional scheduled work hours would pose a significant overtime liability for the Township. However, the Township and the PBA agree that those additional hours will be recorded as 1 to 1 compensatory hours. The 116 compensatory hours may be used at a later time and date, but must be used by the end of the calendar year or be forfeited.

Requests for this time are granted if when the request is made the existing schedule at that time provides that minimum manning will be met inclusive of the time off sought. If the Local Office of Emergency Management has declared a formal emergency which affects manning such as the possible flooding of the Passaic River and its consequences, then request for time due which were already scheduled at the time of the emergency, may if they affect manning, be denied, refer to provisions under Article XI, Section D. Time due which is submitted within six weeks of the date sought, may be denied for the manning purposes as set forth above and may also be denied if there is an ongoing emergency which may affect manning which is declared by the Local Office of Emergency Management. Other time due may be changed if it is outside the six weeks of the date of the time scheduled. Once time due is so fixed within the six-week schedule it cannot be taken away and employees who are recalled who have such time due shall receive overtime.

Police officers working the 3/3 12 hour schedule shall be compensated for overtime at the rate of time and one half for duties performed in excess of their regularly scheduled hours. An officer shall have the option to receive, in lieu of cash, compensatory time off at a one and one half to one ratio.

The parties recognize that detectives may occasionally require flexible scheduling. Accordingly, it is agreed that detectives or traffic officers may at their option and with the consent of the Chief of Police adjust their shift schedule by returning to duty without having sixteen hours off between shifts. As a result, they may work more than eight hours in a day. (For purposes of detective's day, a day shall be the 24-hour period starting with the hour that is first worked) Any such voluntary shift adjustment shall not result in the payment of overtime. Detectives or traffic officers may work an eight hour work schedule or a ten hour work schedule. However, if the detective or traffic officer is required to work more than 8 or 10 hours consecutive on any shift, or more than 8 or 10 hours in a day, he/she shall be paid overtime in accordance with the provisions of this Article.

An Officer or Detective or traffic officer who is assigned to a forty hour work week shall be compensated at the rate of time and one half for duties required to be performed in excess of their regularly scheduled forty hour work week or duties required to be performed in excess of eight or ten hours in a day. All police officers shall have at their option to receive, in lieu of cash, compensatory time off at one and one half to one ratio.

The Chief of Police at his discretion may assign an Officer or Detective or traffic officer to a forty-hour week, eight-hour shifts. Accordingly an Officer or Detective or traffic officer shall not be required to work more than eight hours in a day.

The parties recognize that, as the result of normal scheduling, detectives voluntarily and with the Chief of Police's permission may work thirty-two (32) hours in one week and forty-eight (48) hours the following week. Any such disparity in the number of hours worked in any one week as the result of normal scheduling shall not result in the payment of overtime. Any such hours worked over the normal schedule shall be compensable as overtime in accordance with this article. The parties agree that an Officer or a Detective or Traffic Officer may at their option and with the consent of the Chief of Police adjust their shift schedule by returning to duty without having sixteen hours off between shifts. An Officer or Detective or traffic officer may at their option and with the consent of the Chief of Police adjust their shift schedule by returning to duty without having sixteen hours off between shifts. An officer or Detective or traffic officer may at their discretion and with the consent of the Chief of Police work in excess of eight or ten consecutive hours and not receive overtime. The hours worked in excess of eight or ten hours in an eight-hour day must be taken off within the twenty-eight day period beginning with the Officer or Detective or traffic officer's first scheduled day. However, if the Officer or Detective or Traffic Officer is required to work more than eight or ten consecutive hours on any shift, or more than eight or ten hours in a day, he/ she shall be paid overtime in accordance with Article (For purposes of an Officer or Detective or Traffic Officer, a day shall be the 24 hour period starting with the hour that is first worked.)

The superior officer in charge of scheduling shall make the advanced planning schedule available to individual officers for their convenience in scheduling leave. The parties recognize that the advance-planning schedule is a planning tool and does not constitute approval of leave requests, except to the extent that vacations have been approved in accordance with the Article VII.

After 4 PM Sergeants may approve or deny time off for the following three day period only: Saturdays, Sundays, or Mondays, and Shift II for the following day.

### **ARTICLE XIII – HOSPITALIZATION**

The Township shall maintain all present hospital and medical insurance programs in effect at the current benefits level provided through the New Jersey State Health Benefits Program. The Township has the right to substitute insurance carriers provided that they shall maintain equal or better coverage at the current benefits level provided through the New Jersey State Health Benefits Program. No coverage shall be changed without prior consultation with the PBA. The PBA agrees to contribute to healthcare benefits in accordance with the following:

Effective Date	Benefits Contribution
1/1/09	\$10 Per Paycheck (\$260 Annual)
1/1/10	\$10 Per Paycheck (\$260 Annual)
1/1/11	\$10 Per Paycheck (\$260 Annual)
1/1/12	1% Base Salary
1/1/13	1.5% Base Salary

At the end of this contract, on December 31, 2013, the 1.5% benefit contribution shall terminate so that it will not be increased pursuant to any State law thereafter beyond 1.5% total. There is currently a State law which provides that 1.5% starts at the end of collective negotiations in addition to any additional contribution. Accordingly, the 1.5% will not be increased as set forth in this contract but will have a “sunset” so that on or about January 1, 2014 it will be replaced by the 1.5% in the State law.

#### **ARTICLE XIV – OCCUPATIONAL INSURANCE**

The Township shall obtain standard insurance for false arrest, malicious prosecution and liability for acts and omissions within the scope of police employment in amounts and from insurance considered appropriate by the Township Committee. The Township will provide the Association with one (1) copy of each policy required by this Article.

#### **ARTICLE XV – COURT ATTENDANCE/JURY DUTY**

A. Court Attendance. Officers not otherwise performing police duties who are required to attend a criminal/civil court proceeding shall be entitled to receive, and Township shall pay, compensation in accordance with the following schedule:

1. When such attendance or appearance occurs during the officer's assigned duty hours, he/she shall suffer no loss in compensation.

2. When such attendance or appearance occurs outside the officer's duty hours, he/she shall be compensated for a minimum of three (3) hours at his/her regular contracted rate. When such court appearance time is in excess of the officer's 12-hour, 10-hour or 8-hour schedule, he/she shall receive compensation in accordance with Article XII of this Agreement. When the officer completes his/her testimony he/she shall be released from duty, unless prisoner transportation is required, and/or there is an ongoing emergency crisis, which would require addition overtime manpower in the absence of the officer present for court.

B. Jury Duty. Officer shall be given time off with pay for jury duty mandated by the courts. Upon completion of jury duty, the officer shall give the Chief a statement of the duration of the jury duty signed by the court clerk.

#### **ARTICLE XVI – HOLIDAYS AND PERSONAL ABSENCE**

A. All full time police officers shall be entitled to 108 hours of holiday time per year.

B. The officer in his discretion may take some or all of the (108) hours of holiday time or he/she may choose to be paid in compensation for any unused holiday time at his or her prevailing rate at the end of the calendar year. For those holiday hours which the officer elects to be paid in compensation, written notification must be made by the officer to the Chief of Police by November 1<sup>st</sup> of the calendar year, he/she shall receive payment for those hours on the first regularly scheduled payday in December in that calendar year.

Holiday time may be taken in any time increment. The scheduling of holiday time is identical to the scheduling of "time due".

C. In addition to his/her holiday hours, each employee who has notified the Chief of Police shall be entitled to remain absent from normally scheduled police duties for a total of twenty-four (24) hours of his own selection, with pay, at the discretion of the Chief of Police, which discretion shall not be unreasonably exercised. Such personal hours cannot be used on holidays except by permission of the Chief of Police. Recall of approved personal time will be as outlined in Article XI, Section D.

Unless otherwise approved by the Chief of Police, personal hours must be utilized in minimums of four (4) hour blocks.

D. If an officer terminates his employment for any reason during the course of the calendar year, he/she shall be entitled to eight (8) holiday hours, except for Martin Luther King Day, which shall be counted as 12 hours, for those regular Township holidays which fell before his/her date of termination. Holiday hours shall not accrue and employees shall not be entitled to any additional holiday hours during any period of terminal leave. For purposes of this section, regular Township holidays shall include the following:

New Year's Day	Columbus Day
Memorial Day	Veteran's Day
Independence Day	Election Day
Labor Day	Good Friday
Thanksgiving Day	Day following Thanksgiving Day
Christmas Day	Washington's Birthday
Martin Luther King Day	

E. The personal days of any officer who leaves with less than 5 years continuous service or who has not reached Grade 1 on the salary guide, shall be prorated.

#### **ARTICLE XVII – REIMBURSEMENT FOR EXPENSES**

Each officer shall be reimbursed or afforded expense funds for all extraordinary expenditures not otherwise compensable by the Township, incurred by the employee for job-related functions. A function shall be job related if it occurs during or results from the performance of police duties and is not otherwise compensated. Meals during the officer's regular shift in the Township are not compensable.

The following schedule controls where applicable:

<u>Item</u>	<u>Compensation</u>
Use of personal automobile	\$.25 per mile used, plus parking and tolls
<u>Item</u>	<u>Compensation</u>
Breakfast	\$8.00
Lunch	\$11.00
Dinner	\$15.00

#### **ARTICLE XVIII – SICK LEAVE**

A. For purposes of this Article the following definitions shall control:

SICK LEAVE – Periods of time when an officer is unable to work because of sickness, illness, injury or other physical ailment.

RETIREMENT – Termination of employment by an officer who has more than ten (10) years of service with the Long Hill Township Police Department. The officer's vested rights in the Police and Fireman's Retirement System or any other pension system shall be irrelevant in the context of this Article.

B. Officers with one or more years of service shall receive ninety-six (96) paid sick hours per year. Officers with less than 1-year service shall receive eight (8) hours of sick leave per month from the date of regular employment up to and including December 31, of the then current year, not to exceed eighty (80) hours.

C. Each officer's right to accrue sick leave benefits shall be governed by the following provisions:

1. Any officer hired on or after January 1, 1987 may accumulate an unlimited amount of sick time as that term is defined hereinabove. Any accumulated sick leave not used by the officer during his period of employment shall lapse at the time of the officer's retirement or separation from the department. Officers subject to this section shall not be entitled to apply their accumulated sick leave toward early retirement nor shall they be paid in one lump sum at the time of retirement or separation.

A. Any officer hired after January 1, 1987 who utilizes less than 37 hours of sick hours, per calendar year, shall receive a sick time incentive of \$1,000.00 on the last pay period of the calendar year.

#### **ARTICLE XIX – REIMBURSEMENT FOR EDUCATION COURSES**

The Township shall compensate each officer who, during the course of his employment with the Long Hill Township Police Department, is enrolled and matriculated in a college program, the successful completion of which results in an associate or bachelor degree in police science, criminal justice or police related field. The amount of compensation shall be \$30.00 per credit.

Payment for each credit earned shall be made upon receipt of a certificate that the officer has attained a grade of "C" or better. In addition, the Township shall reimburse each officer engaged in such college program for the cost of required books and tuition charges not paid or eligible under other educational aid programs, upon receipt of a certificate that the officer has attained a grade of "C" or better. All required books purchased pursuant to this Article shall become the property of the person successfully completing said course of study. College credits and fees shall be limited to a maximum per credit at the undergraduate credit rate for Rutgers University, New Brunswick Campus.

Any officer who has earned his associate degree in police science, criminal justice or other police related field shall receive an annual payment of \$500.00 in addition to his annual salary, payable in his regular paycheck. Any officer who has earned his bachelor's degree in police science, criminal justice or other police related field shall receive an annual payment of \$750.00 in addition to his annual salary.

#### **ARTICLE XX – TERM OF EMPLOYMENT**

The Township agrees that the employment of officers covered by his Agreement shall be indeterminate and continuous.

#### **ARTICLE XXI – DISCIPLINE**

Discharge, suspension, fines, removal or demotion may be imposed only in accordance with R.S. 40A:14-147. Counseling notices, oral and written reprimands may be appealed through the chain of command in accordance with Police Department regulations. Counseling notices and oral reprimands may be appealed only to the Chief of Police level.

Written reprimands only may be appealed to the Township Committee Liaison to the Police Department by filing a written appeal with the Committee Liaison within seven (7) days of receipt of the Police Chief's determination. The determination of the Township Committee Liaison shall be final and there shall be no right of appeal from that determination.

## **ARTICLE XXII – OFF-DUTY EMPLOYMENT**

Officers shall be paid at the Master Officer overtime rate for work scheduled during their off duty hours for third person, including but not limited to construction traffic duty, when such work is provided through the police department and when the officer is paid by such third person.

Officers shall be paid a minimum of four (4) hours for all such days.

The officer must be notified by the third party employer of any job cancellation no later than (2) hours prior to the start of the detail. Failure to make said notification will result in the officer receiving the minimum payment of (4) hours.

Should the State of New Jersey adopt an hourly cap on outside employment less than the above and also less than the hourly rate of the employee, the officer shall not receive less than their overtime if they are ordered to work the detail.

B. An officer shall be entitled to engage in and obtain other lawful work while off duty under the following conditions:

1. Outside employment, which requires the carrying of a firearm as a condition of employment, is prohibited.

2. In no event shall an officer wear his Long Hill Township uniform or carry his department firearm or other department issued equipment during the course of such outside employment.

3. It is understood that the officer will consider his position with the Township as his primary employment. Any off-duty employment or activity shall not interfere with the officer's efficiency in his position with the Township and shall not constitute any real or perceived conflict of interest with his position as a Long Hill Township Police Officer.

4. If an employee's off duty employment impairs the employee's performance of his police duties, or if conflict of interest subsequently arises, the Chief of Police shall direct that such off-duty employment be discontinued. Failure to heed such directive may result in disciplinary action being taken against the officer in accordance with this Agreement.

5. Information concerning off duty employment shall be filed with the Chief of Police. The information provided to the Chief of Police shall be on forms approved by the Chief of Police and include the officer's name and address, and the current employer's name, address and phone number so that the officer can be contacted in an emergency situation.

## ARTICLE XXIII – PBA MEETINGS AND CONVENTIONS

In accordance with the provisions of N.J.S.A. 40A:14-177, the Township shall give a leave of absence with pay to members of the PBA who are duly authorized representatives of the New Jersey State Police Benevolent Association, Inc. to attend county, state or national conventions of such organization, in accordance with the parameters set forth herein below. A certificate of attendance at the state convention shall, upon request, be submitted by the representative so attending. The leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention. Scheduling for the PBA convention will be in accordance with Article VII.

The parties hereto agree that one PBA representative shall be entitled to attend a monthly county or state meeting, if the PBA has given the Police Chief seven (7) days notice of such meeting. The PBA representative if scheduled to work the day shift, will be granted the day off to attend the meeting. If the PBA representative is scheduled to work the night shift on the day of the meeting, the representative will have the choice of taking off the shift prior to the meeting or the shift after the meeting, provided that the required notice was given to the Chief of Police.

The President or one member of Local 322 shall be allowed to attend Local 322's PBA monthly meeting while on duty. The officer attending shall notify the Shift Supervisor at the beginning of the shift.

## ARTICLE XXIV – LEGAL DEFENSE

Whenever an officer is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his official duties, the Township committee shall provide said officer with the necessary means for the defense of such action or proceeding by reimbursing the officer for reasonable attorney fees paid by the officer to an attorney of the officer's choice at an hourly rate not to exceed the then current rate charged by the Township Attorney. Any charge in excess of the Township Attorney's rate shall be the sole responsibility of the officer. This provision shall not apply to the officer's defense in a disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the officer, he shall be reimbursed for the expense of his defense.

## ARTICLE XXV – NON-POLICE DUTIES

No officer shall be required to hand wash police cars, shovel snow from sidewalks at Police Headquarters or perform any other similar duty which would clearly not fall within the generally accepted job description for police officers.

## ARTICLE XXVI – GRIEVANCE PROCEDURE

A. It is the intent of the parties to this agreement that the grievance procedure provided for herein shall serve as a means for peaceable settlement of any and all disputes concerning the interpretation, application or violation of policies, agreements and administrative decisions, except matters determined by PERC to be nonnegotiable management prerogatives and except disciplinary matters which are covered by Article XXI of this agreement.

B. Any aggrieved police officer shall present his grievance within ten (10) calendar days of its occurrence or such grievance shall be deemed to be waived by the Association and employee.

C. In the event of such grievance, the steps hereinafter set forth shall be followed.

Step 1. The officer and the Association representative or the officer, individually, but in the presence of the Association representative, shall file a grievance in writing with the Chief of Police. The Chief shall then render his decision in writing, and serve it upon the PBA within ten (10) calendar days of his receipt of the grievance. If the officer and the Association representative are not satisfied with the Chief's decision, they shall sign a written complaint and file the grievance with the Administrator within ten (10) calendar days of the Chief's decision.

Step 2. The Administrator will consider the grievance in the presence of the complainant, the Police Chief, the employee and the Association representative. The Administrator will render a decision in writing within ten (10) calendar days of his receipt of the appeal. If not satisfied with the Administrator's decision, the officer and the Association representative shall sign a written appeal and file it with the Township Committee within ten (10 ) calendar days of the Administrator's decision.

Step 3. The Township Committee shall consider the grievance in the presence of the complainant, the Police Chief, the employee and the Association representative. The Township Committee shall have a minimum of seven (7) days and a maximum time of thirty (30) days from receipt of the appeal to act on said grievance. In the event that the grievance is not settled before the Township Committee, the matter shall proceed to arbitration.

D. All grievances that reach the Township will be heard in private in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-1 et seq., unless all the individual officers whose rights could be adversely affected request in writing that such matter or matters be discussed at a public hearing.

E. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the Township's last answer. If the Township does not answer an appeal of grievance within the specific time limits, the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

## ARTICLE XXVII – ARBITRATION

A. If a grievance is not satisfactorily settled under Article XXVI, paragraph C, step 3, it may be submitted to arbitration by either party, provided notice in writing of the intent to do so is given to the other party within twenty-five (25) calendar days of the Township Committee's decision under Article XXII, paragraph C, Step 3. However, if existing statutes of the State of New Jersey make different provisions for arbitration, the provision of the State statute shall prevail.

B. After giving notice of intent to arbitrate as provided in paragraph A above, the moving party must request the Public Employment Relation Commission to submit a list of arbitrators from which the parties may select an arbitrator. The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from or change any wage rate. The decision shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness fees and other expenses shall be borne by the parties respectively.

## ARTICLE XXVII – EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the employment of policemen in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may be submitted to collective bargaining. Any prior commitment or agreement between the Town and the Association or any individual employee covered by this agreement is hereby superseded.

## ARTICLE XXIX – CHECK OFF

The Township, as Public Employer, agrees to deduct the initiation fees and/or dues of forty dollars (\$40.00) per month, twenty (\$20.00) to be deducted from each pay or such other rate as shall be designed by the PBA from the wages of each officer who is a member of the Association and to forthwith remit the same to the President of the Association, or to such other person as may be named as President of the Association. The Township shall be furnished by the Association, as a condition precedent to the deduction of the amounts referred to herein, a sufficient and proper written authorization, in accordance with R.S. 52:14-15.9(e), from each officer whose salary such deduction are to be made, authorizing the deduction of fees and dues as heretofore provided. The Association agrees to indemnify and shall be responsible for any claims presented by an officer against the Public Employer regarding or concerning dues check-off.

## ARTICLE XXX – SEVERABILITY

In the event that any provision of this Agreement between the parties shall be held by operation of law or by a court or administrative agency of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

## ARTICLE XXXI – EXPIRATION OF CONTRACT

The parties hereto shall commence negotiations for the 2014 contract on or about September 15, 2013. In the event that a new contract agreement is not reached by December 31, 2013, for a subsequent year or years, the provisions of this agreement will remain in full force and effect until a new agreement is signed.

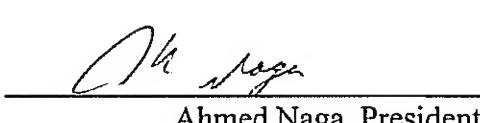
IN WITNESS WHEREOF, the parties hereto have set their hand and seals or caused these presents to be signed by their corporate officers and the corporate seal to be affixed on the day and year first above written.

Attest:

PBA LOCAL 322

  
James Marczewski, PBA Representative

May 12, 2010  
DATE

  
Ahmed Naga, President

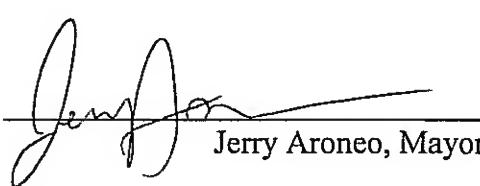
May 12, 2010  
DATE

Attest:

TOWNSHIP OF LONG HILL

  
Christine Gatti, Township Clerk

May 12, 2010  
DATE

  
Jerry Aroneo, Mayor

May 12, 2010  
DATE